

RESOLUTION # 41-2017

Resolution offered by the Supervisors of the Forestry, Land and Recreation Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

**WHEREAS**, the Forestry Department seeks to grant access over County Forest lands to PCA for purposes of accessing a private parcel for logging; and

**WHEREAS**, access will be granted pursuant to the terms of the attached contract; and

**WHEREAS**, Oneida County code s. 3.09(3)(f)(9) reads as follows:

"9. All deeds, conveyances of real estate and contracts and agreements relating to real estate shall be made at the direction of the County Board and shall be signed by the County Clerk with a County seal attached."; and

**WHEREAS**, the Forestry Department is seeking County Board approval for this access agreement

**NOW, THEREFORE, BE IT RESOLVED**, by the Oneida County Board of Supervisors that the attached access agreement is approved; and

**BE IT FURTHER RESOLVED**, that the County Board Chairman and the County Clerk are authorized to sign the access agreement.

Vote Required: Majority = \_\_\_\_\_ 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes *[initials]* No \_\_\_\_\_ as reviewed by the Corporation Counsel, *[signature]*, Date: 5/8/17

Approved by the Forestry, Land and Recreation Committee this 3<sup>rd</sup> day of May, 2017.

Consent Agenda Item: X YES \_\_\_\_\_ NO

Offered and passage moved by:

*[signature]* Supervisor  
*[signature]* Supervisor  
*[signature]* Supervisor  
*[signature]* Supervisor  
*[signature]* Supervisor

17 Ayes

\_\_\_\_\_ Nays

4 Absent

52 \_\_\_\_\_ Abstain

53  
54 X Adopted

55  
56 by the County Board of Supervisors this 16 day April, 2017.

57  
58 \_\_\_\_\_ Defeated

59  
60   
61 Tracy Hartman, County Clerk

  
David Hintz, County Board Chair

# Resolution 41-2017

BOARD MBR	AYE	NAY	ABS	ABSTAIN
VanRaalte	X			
Sorensen	X			
Winkler	X			
Mott	X			
Oettinger	X			
Pence	X			
Metropulos	X			
Krolczyk			X	
Pederson	X			
Zunker	X			
Paszak	X			
Jensen	X			
Ives	X			
Fried	X			
Timmons	X			
Cushing			X	
Freudenberg			X	
Young	X			
Holewinski			X	
Kelly	X			
Hintz	X			
TOTALS				
Amanda Morgan				
Alec Bess				
Bridget Billing (alt)				
Totals	17		4	

## **TEMPORARY PRIVATE LOGGING ACCESS AGREEMENT**

**ONEIDA COUNTY FORESTRY DEPARTMENT**, hereinafter referred to as the "GRANTOR", hereby grants an Access Road Agreement to **Packaging Corporation of America**, hereinafter referred to as "GRANTEE", for logging access across the following described land owned by the Oneida County Forestry Department in the Town of Lynne, Oneida County, Wisconsin:

### **T37N R4E Section 27 NE1/4 SE1/4**

The Access Road Agreement shall be subject to the following conditions:

1. The Agreement shall be in effect from May 3, 2017 to May 3, 2018. This Agreement is solely for the GRANTEE to access (ingress and egress) David A. Zabel, etal property (LY 1028) for the purpose of harvesting and transporting timber from the above described property.
2. Access is limited to an existing logging road/snowmobile trail, currently gated, south of Lamer Springs Rd. This road travels approximately 1.03 miles to the above described property.
3. GRANTEE agrees to return the road to its current condition or better within 14 days of completion of the timber harvest. The gate at the entrance to the road is to be kept closed when logging contractor is not on site.
4. GRANTEE must notify GRANTOR'S representative by phone at least 24 hours prior to starting any work.
5. GRANTEE'S equipment must be cleaned prior to entering Oneida County property.
6. No trees on GRANTOR'S property will be cut or damaged without prior approval of GRANTOR.
7. The GRANTEE shall maintain the area under this agreement in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by GRANTOR.
8. The GRANTEE is required to follow all Best Management Practices.
9. GRANTEE "During the term of this Agreement, GRANTEE shall, at GRANTEE'S sole cost, maintain the following insurance:

#### **Worker's Compensation:**

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Certificates of insurance are required for all policies. The Certificates of Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided any time a change is made to any policy.

10. If the gate post(s) must be removed for truck access, they must be re-installed in the same position as originally installed.
11. The GRANTEE agrees to clean up, restore and remediate the access route and any reasonably related damages to the GRANTOR'S property during the period established in paragraph 1.
12. Any damage done to Lamer Springs Road or its shoulders must be repaired by GRANTEE.
13. GRANTEE further agrees to retain their road equipment on site after remediation until GRANTOR has inspected the road.
14. GRANTOR and GRANTEE have verified the location of the access route, as depicted on the attached map, prior to the signing of this agreement.
15. There is no charge for this permit, if all rules and regulations are followed.
16. Should the general intended use for which this agreement was granted be changed or altered, this agreement shall automatically become null and void.
17. This agreement is non-assignable and non-transferable
18. This agreement may be renewed by mutual consent of both parties following date of expiration.
19. The GRANTEE shall be liable for the negligent acts or omissions of the GRANTEE'S employees, officers and managers who are acting within the scope of their employment where such acts or omissions are the result of the entry and use of the above described property for the purposes expressed herein and to the extent authorized by Wisconsin law. This paragraph shall not be construed as creating a public debt on the State of Wisconsin in contravention of Article VIII of the Wisconsin Constitution, and all duties, responsibilities and liabilities are subject to the availability of legislative appropriations.
20. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Oneida County, Wisconsin.

The undersigned parties, attest that they are duly authorized to grant this agreement.

GRANTOR:

\_\_\_\_\_ for  
ONEIDA COUNTY FORESTRY DEPARTMENT

\_\_\_\_\_  
ONEIDA COUNTY CLERK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

GRANTEE:

\_\_\_\_\_ for  
Packaging Corporation of America

\_\_\_\_\_  
DATE

Oneida County Forestry Department  
PO Box 400  
Rhinelander, WI 54501-0400  
715-369-6140



Packaging Corporation of America (PCA)  
Temporary Logging Access to  
David A. Zabel, etal Property  
NESE Section 27 T37N R4E  
Town of Lynne

22

AL HINZ RD  
LAMER SPRINGS RD

Gate

23

Snowmobile Trail/Logging Access  
1.03 Miles

27

26

David A. Zabel, etal  
NESE Sec 27

0 550 1,100 2,200 3,300 4,400  
Feet